

DELAWARE COUNTY
REQUEST FOR PROPOSALS
PROVIDE JAIL MAINTENANCE SERVICES
AT THE
GEORGE W. HILL CORRECTIONAL FACILITY

RFP NUMBER CP-070121

DATE OF ISSUANCE: July 1, 2021

Due to COVID-19 health care restrictions, CDC guidelines, and the safety of the prison's personnel and prospective bidder representatives, site visits will not be conducted.

Technical Proposals and Cost Proposals must be submitted separately. As more particularly described herein, two (2) Hard Copy proposals must be submitted and six (6) electronically submitted Flash Drives in PDF format for the Technical Proposal (Volume 1) and the same procedure followed for the Cost Proposal (Volume 2). Proposals may be hand delivered or mailed and must be received by 4:00 PM EDT on August 11, 2021 to the following address:

Director, Central Purchasing
County of Delaware
Government Services Building
201 W. Front St. Room 228
Media, PA 19063

RFP number CP-070121 must be noted prominently on the packaging containing the proposals. Late Proposals will not be considered. The Board reserves the right to extend the due date for all submissions at its sole discretion.

All inquiries must be in writing to the Procurement Manager via email to:
centralpurchasing@co.delaware.pa.us

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PART I - INSTRUCTIONS TO PROPOSERS

1. Introduction

Purpose. The purpose of this Request for Proposals is to solicit proposals to establish a contract through competitive negotiation for the purchase of the jail maintenance services specified herein at the George W. Hill Correctional Facility located at 500 Cheyney Road in Thornton, PA.

Background. Delaware County is seeking proposals from qualified firms experienced in the delivery of detention facility maintenance services for the George W. Hill Correctional Facility. The George W. Hill Correctional Facility opened in 1998 with a bed capacity of 1,883 and contains approximately 300,000 square feet. The facility is located on approximately 250 acres of a 900 acre property.

GEO currently operates the prison, but the County may take over operation of the prison. As the County has the contractual right to assume delivery of certain services, medical services may be transitioned to the County's provider before the County assumes full operation of the jail.

On April 21, 2021 the County authorized the issuance of this request for proposals (the "RFP") in anticipation of the expiration of an existing contract with a view towards entering into a new contract relating to the provision of facility maintenance. The County, in its sole discretion, may elect to terminate or alter any aspect of the procurement described in this RFP at any time in accordance with the procedures set forth herein.

If the County determines to execute a new Agreement with respect to some or all of the scope of services, it intends that any such Agreement would be a multi-year contract, and that the Agreement would be awarded to and entered into with one contractor (the "Provider"). The County intends that the term of the Agreement will begin not earlier than November 1, 2021, not later than January 1, 2022 and continue for 3 years (the "Initial Term"), with two (2) renewal year periods being available thereafter at the sole option of the County that would (if fully extended) continue the Agreement for five years (the Initial Term and all extensions collectively referred to as the "Term"). As described in the Agreement, the County also reserves the right to extend the Term of the Agreement for a limited period following its expiration (including the expiration of any extensions).

Definitions. Unless the context clearly indicates that another meaning is intended, the following terms, when used in this solicitation, have the meaning ascribed to them in this section:

- A. **County.** "County" means the County of Delaware, Pennsylvania and its employees of the George W. Hill Correctional Facility.
- B. **Contract.** "Contract" means the Goods and Services Contract, a sample of which is attached to this Request for Proposals, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.

- C. **Contractor.** “Contractor” means the proposer to whom the County awards the Contract.
- D. **Correctional Facility.** “Correctional Facility” means the George W. Hill Correctional Facility located at 500 Cheyney Road in Thornton, PA.
- E. **Proposer.** “Proposer” means any firm that may choose to submit a proposal in response to this solicitation.

2. The Procurement Manager

The procurement manager (the "Procurement Manager") for this RFP is Donna Burdett, whose contact information is noted on the cover page of this RFP. The Procurement Manager is the sole point of contact concerning the RFP between the date of release of the RFP and execution of the Agreement or termination of this procurement. All prospective proposers may contact the Procurement Manager via email only at centralpurchasing@co.delaware.pa.us. Any contact by a prospective Proposer or Proposers with respect to this procurement other than specifically permitted in the RFP may constitute grounds for disqualification by the County, in its sole discretion. If the County later discovers that a prospective Proposer or Proposers violated this requirement, the County may reject such Proposer's Proposal, rescind its award, or terminate any Agreement with the Proposer.

3. Proposer Confidentiality and Non-Disclosure Agreement

The County acknowledges that prospective Proposers interested in submitting a Proposal in response to the RFP may need access to confidential information (the "Confidential Information") that is not a public record as defined in Pennsylvania's Right-to-Know Law, 65 P.S. §§ 67.101-.3104 (the "RTKL") to adequately prepare a responsive submission. The County seeks to maintain the protection of the Confidential Information to the extent allowed and/or required under law by requiring each prospective Proposer to execute and sign the NON-DISCLOSURE AGREEMENT, attached as Exhibit 2 (the "Confidentiality/Non-Disclosure Agreement"), as a condition of receiving access to the Confidential Information and being eligible to submit a Proposal. The individual executing the Confidentiality/Non-Disclosure Agreement must warrant and represent that such individual has the authority to bind the prospective Proposer, as well as its employees, agents, and others who may come into possession of, or be allowed access to, the Confidential Information.

4. Schedule

The County has established a schedule of key events described in Table 1 (the "Schedule"), which includes important dates/times by which actions are now scheduled to be taken or completed. The Schedule anticipates a commencement date not earlier than November 1, 2021, not later than January 1, 2022 for the selected provider through this procurement process to begin providing the scope of services. The schedule assumes that the County will retain a provider to provide some or

all of the Scope of Services, but does not preclude the County, in its sole discretion, from making alternative arrangements to operate the Prison's health care services for its inmates.

If the County, in its sole discretion, finds it necessary to change any of the dates, times, or other information noted in the Schedule, the County will issue an amendment to this RFP (an "Amendment") as described in this RFP. Each amendment will be sent to all entities that have executed and returned to the Procurement Manager the Confidentiality/Non-Disclosure Agreement.

TABLE 1. PROPOSED PROCUREMENT SCHEDULE

July 1, 2021	Issuance of RFP
July 16, 2021	Due date for submission of prospective bidder questions.
July 23, 2021	Responses to questions.
August 11, 2021	Proposal submission DUE DATE.
September 22, 2021	Bid Award
October 13, 2021	Anticipated date of agreement execution.
Not before Nov 1, 2021/Not later Jan 1, 2022	Commencement of scope of services

5. Questions and Answers

- 5.1 If a prospective Proposer has any questions regarding the RFP, the prospective Proposer must submit the questions by email (with the subject line "RFP CP-070121 Question") to the Procurement Manager at centralpurchasing@co.delaware.pa.us no later than the dates and times indicated in the Schedule. The County will have no responsibility for any inaccuracies in the County's understanding, publication, or summary of any particular question or in its summary of questions.
- 5.2 The County will distribute to all prospective Proposers who have executed a letter of interest and the Confidentiality/Non-Disclosure Agreement, as required in Section 3 of this Part, all questions it receives prior to the deadline noted in the Schedule and the County's responses to such questions but will not publish the name of those who have posed questions. The County will use best efforts to issue its answers to all questions submitted by prospective Proposers by the date stated in the Schedule, as it may be amended.

- 5.3 A prospective Proposer who submits a question after a deadline for receipt of questions noted in the Schedule assumes the risk that its proposal will not be deemed to be responsive or competitive because the County is not able to respond before the proposal receipt date stated in the Schedule or in sufficient time for the prospective Proposer to prepare a responsive or competitive proposal. When questions are submitted after the deadline date, the Procurement Manager or designee may respond to questions at his/her sole discretion. To the extent that the Procurement Manager decides to respond to questions after the deadline for receipt of questions indicated in the Schedule, the County will provide the answer to all prospective Proposers who executed and returned to the Procurement Manager the Letter of Interest and the Confidentiality/Non-Disclosure Agreement.
- 5.4 All questions and responses issued by the County will be incorporated in the RFP. The County will not be bound by any verbal information or by any written information that is not either contained within the RFP or subsequently formally issued by the County in writing.
- 5.5 It is the Proposer's sole responsibility to examine the entire RFP, seek clarification in writing, and review its proposal for accuracy and completeness before submission.

6. Electronic Version of the RFP

The RFP is being made available in an electronic format. If a prospective Proposer electronically views, downloads or otherwise accepts the RFP, the Proposer, by its submission of a proposal in response to the RFP, acknowledges and accepts full responsibility to ensure that no changes are made to the RFP thereafter other than by the County. In the event of a conflict between a version of the RFP in the prospective Proposer's or Proposer's possession and the County's version of the RFP, the County's version shall govern.

7. Amendments to the RFP

If the County deems it necessary or desirable to revise any part of the RFP before the proposal response date noted in the Schedule, any amendments will be distributed to all prospective Proposers who have executed and returned to the Procurement Manager the Letter of Interest and Confidentiality/Non-Disclosure Agreement.

8. News Releases and Other Public Communications

Prospective Proposers may not issue news releases, internet/social media postings, advertisements, or any other public communications pertaining in any way to the procurement conducted pursuant to this RFP (including but not limited to negotiations with respect to a possible Agreement) or an Agreement without prior written approval of the County and then only in coordination with the County.

9. Withdrawal of Proposals

Each Proposer submitting a proposal specifically waives any right to withdraw or modify it, except that the Proposer may withdraw its proposal by written notice received at the address noted on the cover page of the RFP for proposal delivery prior to the exact hour and date specified in the Schedule for proposal receipt. A Proposer may withdraw its proposal in person prior to the exact hour and date set in the Schedule for Proposal receipt, provided the withdrawing individual provides identification and evidence of such authorization satisfactory to the Procurement Manager and signs a receipt for the Proposal. A Proposer may modify a submitted proposal prior to the exact hour and date set for Proposal receipt specified in the Schedule only by submitting a new proposal in a manner which fully complies with the RFP. The County may conclusively rely upon the representation of the individual withdrawing or modifying a Proposal on behalf of a Proposer as having the authority to do so.

10. Rejection of Proposals

The County may, in its sole discretion, reject any proposal received as a result of the RFP which does not satisfy the requirements set forth in this RFP and any future amendments thereto.

11. Objections and Additions to Form of Agreement Terms and Conditions.

11.1 The Proposer, as part of its proposal and in conformance with Section 2.9 in Part IV (Proposal Requirements) of the RFP, must identify which, if any, of the terms and conditions (contained in the Agreement) it would like to negotiate and/or what additional terms and conditions the Proposer would like to add to the Agreement's terms and conditions. The Proposer's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the County may consider late objections and requests for additions, in the County's sole discretion, would be in the best interest of the County. The County may, in its sole

discretion, accept or reject any requested changes to the terms of the Agreement or determine to negotiate with the Proposer with respect to any matters identified pursuant to this Section 11.1. The Proposer shall not request to completely substitute its own terms and conditions for those of the Agreement. All terms and conditions must appear in one integrated contract and the County will not accept references to the Proposer's, or any other, online guides or online terms and conditions contained in any Proposal or reference to any other source of information not provided in full by the Proposer as part of its Proposal.

11.2 Regardless of any objections set out in its proposal, the Proposer must submit its proposal, including its cost proposal, on the basis of the terms and conditions set out in the Agreement. If proposed, the County may reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Agreement or upon modifications to other provisions of this RFP.

11.3 The final terms of any contract will be determined by direct negotiation, and all agreements are subject to the approval of the County Council. As such, acceptance of any response does not guarantee that the County will enter into a contract with the firm. Standard Terms and Conditions which the County anticipates will be incorporated into the final contract are attached hereto as Exhibit I. The County also anticipates that appropriate terms and provisions regarding the provision of medical and healthcare services will also be incorporated into the final contract, including, but not limited to, compliance with the Health Insurance Portability and Accountability Act of 1996, as amended.

12. Cost of Proposal Preparation

Proposers are solely and totally responsible for all costs associated with responding to this RFP and the County neither assumes nor accepts any responsibility with respect thereto.

13. County and County Use of Proposals and Materials

All proposals, and any material submitted with any proposal, shall be considered to be the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas that are presented in any proposal regardless of whether the proposal becomes part of an Agreement with the County. Notwithstanding any Proposer copyright designations contained in its proposal, the County shall have the right to make copies of and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of the RTKL and any Commonwealth, Federal or County statute, ordinance or regulation, or rule or order of any court of competent jurisdiction.

PART II - STATEMENT OF NEED

1. Contractor Responsibilities

The Contractor shall perform all preventive and corrective maintenance services required for the optimal operation of the George W. Hill Correctional Facility in accordance with all federal, state, and local laws, regulations, and standard operating procedures, 37 Pa. Code § 95.248 Sanitation, Maintenance, and Safety, all American Correctional Association standards, and all requirements of the Contract.

2. Daily Operations

Preventative and corrective maintenance services include, but are not limited to:

Maintenance Requirements. The Contractor shall operate, maintain, monitor, and adjust all mechanical, plumbing, electrical, and building systems on a daily basis. The Contractor shall keep the appropriate technical representative informed of all adjustments.

Preventive Maintenance Program. The Contractor shall develop an effective, consistent, and documented preventive maintenance program that addresses system performance, life cycle, cost, energy consumption, and safety. The Contractor shall submit the preventive maintenance program in writing to the County for approval. The preventative maintenance program must include all maintenance items provided by the County from its operations and maintenance manuals. The County will provide these manuals periodically as they become available. After all warranty periods provided by the County or equipment manufacturer have expired, the Contractor shall revise the written preventative maintenance program as needed to incorporate all operations and maintenance manuals furnished by the County and submit the revised program to the County for approval. Upon the County's approval of the preventive maintenance program and any revisions, the Contractor shall implement and adhere to the preventive maintenance program and any revisions. The Contractor shall perform all preventive maintenance activities necessary or required by the County for the George W. Hill Correctional Facility.

3. Building Envelope and Structure

- A. The Contractor shall properly maintain the building and its systems in a manner that ensures the integrity of the building and systems and coordinate with the Warden or Designee on facility information and condition assessment issues.
- B. The Contractor shall perform, in accordance with any written standards of the County and with the State of Pennsylvania, the following functions:
 - 1. Participate in strategic planning and budgeting sessions.
 - 2. Evaluate infrastructure needs.
 - 3. Manage energy use.

4. Provide and maintain an up-to-date inventory of all plant equipment and systems.
 5. Develop maintenance operations manuals and written procedures.
 6. Develop a written quality control program.
 7. Work and coordinate with third-party contractors and consultants hired by the County for facility improvements, additions, upgrades, building retrofits, and studies.
 8. Evaluate and monitor roof integrity and waterproofing.
 9. Monitor regulatory compliance.
 10. Monitor the need for and effectiveness of lightning protection.
 11. Monitor the need for and effectiveness of insulation.
 12. Monitor the condition of ceilings, floors, sub-floors, framing, ceiling tiles, floor tiles, and floor coverings.
 13. Maintain all other aspects of the Correctional Facility's interior and exterior equipment and spaces.
- C. The Contractor shall paint and patch all surfaces in the Correctional Facility as required by the County. The Contractor is not required to expend greater than \$5,000.00 annual for paint for the George W. Hill Correctional Facility.
- D. For special projects within the scope of this Contract that have County's approval, the County shall reimburse the Contractor for the cost of supplies, materials and parts based upon invoices submitted with copies of the purchase receipts for supplies, materials and parts as approved at the time of the performance of the special project.

Grounds and Landscape. The Contractor will be responsible for grounds-keeping and landscaping. "Grounds-keeping and landscaping" includes all mowing, weeding, trimming, mulching of lawns, parking islands, and courtyards. No inmate labor will be utilized.

4. Repairs and Maintenance Requests

- A. The Contractor shall perform all repairs by first identifying what is preventing an asset from operating properly, then correcting or replacing defective components to make the asset operate properly, and finally verifying that the asset is performing properly after the repair. The Contractor shall pay for all supplies, materials and parts up to \$5,000.00 for each repair. In the event a repair is anticipated to exceed the maximum for supplies, materials and parts, the Contractor shall submit to the County a request for advance approval before obtaining the supplies, materials and parts. For each such request, the Contractor shall provide the County with a breakdown of the anticipated cost of supplies, materials, and parts. For each repair, the Contractor shall break down the actual cost of supplies, materials, and parts on the invoice. The Contractor, at its option, may either perform repairs to the asset on-site or transport the asset off-site for repair by the Contractor or its subcontractors. If the Contractor transports the asset off-site for repair, the Contractor shall provide, install, and maintain, throughout the period during which the asset is unavailable for use at the Correctional Facility, a substitute of the asset with the same or better quality than the asset for which the Contractor provides the substitute.

- B. The Contractor shall maintain records on all repairs through the computerized maintenance management system described in the “Computerized Maintenance Management System” section of this Statement of Needs. The Contractor shall review such historical data on an ongoing basis to determine if an asset should be repaired or replaced.
- C. The Contractor shall receive, record, and respond to all requests relating to maintenance services and shall perform all repairs and other work needed to resolve the problems presented in these requests and prevent recurrence. The Contractor shall respond promptly to requests for maintenance services, such as “too hot” or “too cold” temperature complaints, minor building maintenance, minor repairs, lamp replacement, and other miscellaneous services related to the comfort of the occupants of the Correctional Facility.

5. Response Times

The maintenance provider will be expected to organize the maintenance services in such a way that user groups are served in a distinct and responsive manner. The following response times will be required of the maintenance provider:

- Priority 1 – EMERGENCY: This work order type requires immediate attention with all available and appropriate resources. The descriptive nature of this deficiency is such that a clear and present threat exists to human life, inmate security, or that equipment, systems, buildings or any other asset may in all likelihood incur irreparable damage or destruction. The response required is 30 minutes.
- Priority 2 - CORRECTIVE – URGENT: The response required is within 4 hours if no emergency condition exists. The nature of this deficiency is such that if this work is not addressed within this time frame, the deficiency will deteriorate into a Priority 1 condition requiring immediate action.
- Priority 3 – CORRECTIVE – ROUTINE: The response required is within 48 hours with available and appropriate resources. The nature of this deficiency is such that no threat exists to life, security, equipment, but that the potential exists for significant damage, operational difficulty, disruption of programs or services or other disruptions may occur.
- Priority 4 – PREVENTIVE: The response required is in compliance with the equipment manuals for the specific piece of equipment.

Additionally, there are certain operational requirements that will require the successful proposer to schedule preventive maintenance as not to interfere with the operation of the Jail. The overall maintenance effort should be integrated into the operation to enhance, not hinder, the operations. Proposers should include this requirement as a part of the approach to service delivery. Also, security is of prime concern in this building type, therefore, the proposer should integrate the necessary procedures into the everyday service delivery.

6. After-Hours and Emergency Repairs

Definitions

- A. “After-hours” means that the event giving rise to the request for repairs occurs outside of the Correctional Facility’s normal business hours or on a holiday observed by the County. The Correctional Facility’s normal business hours are from 7:00 a.m. to 7:00 p.m. Eastern Time. The County reserves the right to change these normal business hours as needed.
- B. “Emergency” means that the event giving rise to the request for repairs is of such an urgent or important nature that delaying response to the request may cause harm to persons, damage to building systems, or impediments to the operations of the Correctional Facility.

Response Process. The Contractor shall develop, implement, and maintain a written process for responding to after-hours and emergency requests for repairs. The process that the Contractor implements must provide for the Contractor’s response to work orders and requests 24 hours per day, seven days per week, and must include protocols for the County to communicate directly with the Contractor about the subject matter of the requests. The Contractor shall provide additional staff, resources, or equipment as needed to respond to these requests as required by the “Response Times” section of this Statement of Needs. The Contractor shall provide a 24-hour schedule of on-call personnel that includes contact information to permit the County to contact the on-call personnel.

Response Times. The Contractor shall provide for emergency coverage 24 hours per day, seven days per week. When notified of an emergency request for repairs, the Contractor shall respond in compliance with the following response times:

Emergency Service	Frequency	Normal Business Hours	After-Hours
Emergency Generator Initiation or Failure	As Occurs	Immediately	30 minutes
HVAC Failure	As Occurs	Immediately	60 minutes
Fire Alarm Initiation or Failure	As Occurs	Immediately	60 minutes
Fire Sprinkler Initiation or Failure	As Occurs	Immediately	60 minutes
Electrical Systems Failure	As Occurs	Immediately	60 minutes
Security Systems Failure	As Occurs	Immediately	60 minutes
Essential Lighting	As Occurs	Immediately	60 minutes
Plumbing and Sewer Emergency	As Occurs	Immediately	60 minutes

Liquid Propane Distribution and Combustion Systems Emergency	As Occurs	Immediately	60 minutes
Building Envelope and Structure Failure or Compromise	As Occurs	Immediately	60 minutes

Costs. The County shall pay the Contractor at the labor rates set forth in the Contractor's final proposal for repairs made pursuant to after-hours requests and emergency requests.

Storage by Contractor. The Contractor may use the existing storage space available at the Correctional Facility for equipment, tools, materials, cleaning supplies, and other supplies to store the contractor's equipment, tools, materials, cleaning supplies, and other supplies during the life of this Contract.

7. Tool and Key Control

- A. The Correctional Facility operates a central tool control. The Contractor is responsible for daily, weekly, and quarterly accountability and reporting for tools it uses.
- B. The Contractor shall ensure that all tools used in the Correctional Facility have etched serial numbers or other identifiers as defined by the facility.
- C. The Contractor shall store all tools used in the Correctional Facility in accordance with any applicable standards of the County, 37 Pa. Code § 95.241 Security, and the American Correctional Association at all times. In addition, the Contractor shall store all tools hung on shadow boards and locked in lock boxes.
- D. The Contractor shall make all key chits, solder key rings, or other security control system deployed by the Correctional Facility necessary for the Contractor to comply with the requirements of this Contract concerning tool and key control.
- E. The Contractor shall comply with all tool and key control policies and procedures of the County, the Correctional Facility, the Pennsylvania Administrative Code, and any applicable standards of the American Correctional Association.
- F. At the time of the signing of this Contract, the County will provide the tools needed for preventive and corrective maintenance services. The Contractor and the County will perform a formal inspection and acceptance of all tools in the custody of which the County will transfer to the Contractor's custody for the Contractor to use in performing the Contractor's obligations under this Contract. This formal inspection and acceptance will take place within 30 calendar days after the date on which the County signs the Contract. The County will complete an inventory of the tools before the commencement date. Upon

the expiration or earlier termination of the Contract, the County will complete another inventory of the tools. The Contractor shall ensure that at the time of the expiration of the Contract all tools are in good working condition except for normal wear and tear. The Contractor shall replace tools that are broken or not usable at the time the inventory is completed at the expiration or earlier termination of the Contract. When replacing tools, the Contractor shall provide replacement tools that are of a make and model that is the same or better than the make and model of the broken or not usable tools. If a manufacturer discontinues the make or model of a tool that is broken or not usable, the Contractor shall obtain the prior written approval of the County for the proposed replacement tools before providing them. Upon expiration of the Contract, tools purchased by the Contractor during the life of the Contract will become the property of the County.

Hazardous Materials. The Contractor shall follow all regulations of any governmental authority having jurisdiction over hazardous materials at the Correctional Facility when using or handling any hazardous material. The Contractor shall maintain a hard copy record set of any and all material safety data sheets required by law and pertaining to materials or substances discovered, encountered, used or consumed in the performance of the Contract, regardless of their source. Such material safety data sheets shall be maintained at the Correctional Facility and shall be made available to interested parties on request.

8. Computerized Maintenance Management System

A. The Contractor shall provide and operate a computerized maintenance management system which has the capability to perform the following functions at the Correctional Facility:

1. Organize and track inventory.
2. Manage equipment costs.
3. Track equipment history.
4. Schedule preventive maintenance tasks.
5. Maintain labor records.
6. Allocate resources.
7. Generate work orders.
8. Requisition and purchase parts.
9. Project equipment failure.

B. The Contractor shall operate the computerized maintenance management system, use the computerized maintenance management system to track all maintenance activities in the Correctional Facility, and produce the following reports, at a minimum, for the County upon request:

1. Asset reports.
2. Equipment reports.
3. Labor reports.
4. Purchasing reports.
5. Scheduling reports.

6. Statistical predictive maintenance reports.
 7. Work request reports.
 8. Work order reports.
 - C. The Contractor shall supply all hardware and software and shall provide all training and technical support for the computerized maintenance management system for the duration of the Contract.
 - D. The County and the Contractor must have direct, real-time access to the computerized maintenance management system data at the Correctional Facility through an Internet or a secured Intranet application. The County and the Contractor must have the ability to obtain detailed and current information relating to the performance and condition of building systems, scheduled work, costs, and equipment repair histories. The computerized maintenance management system must allow the County and the Contractor the capability to search data by field, generate automated reports, and perform other analyses, as well as to conduct performance audits. The computerized maintenance management system must retain all data entered into or generated by the computerized maintenance management system.
 - E. Upon the expiration or earlier termination of the Contract, the Contractor shall convert into a usable format acceptable to the County and transfer to the County, for no further consideration, all data entered into or generated by the computerized maintenance management system.
9. Materials, Parts, Supplies, Tools, and Consumables
- A. The Contractor shall furnish all materials, parts, supplies, tools, and consumables needed for the provision of preventive and corrective maintenance services.
 - B. The Contractor shall determine item and stock levels of critical spare parts as of the Commencement Date. For purposes of this section “Materials, Parts, Supplies, Tools, and Consumables” of the Statement of Needs, the term “critical spare parts” means those parts necessary to ensure continuous operation and reliability of the Correctional Facility.
 - C. The Contractor shall ensure that consumable parts and materials are available in a timely manner, whether from stock, inventory, or otherwise. For purposes of this section “Materials, Parts, Supplies, Tools, and Consumables” of the Statement of Needs, the term “consumable parts and materials” means parts that are used in the operation and maintenance of building systems but are not considered to be critical spare parts.
 - D. The Contractor shall administer and manage all warranties and manufacturer service contracts relating to equipment or parts under the Contractor’s control used in the Correctional Facility. The Contractor shall coordinate, supervise, and approve all work performed under these warranties and manufacturer service contracts and shall ensure that service personnel adhere to all applicable procedures and standards while onsite.

10. Short-Term and Long-Term Maintenance Planning

- A. The Contractor shall develop a written maintenance strategy and program based on the County's performance requirements and standards and the criticality of applications supported by building systems. The maintenance strategy and program must include short-term and long-term maintenance plans. The maintenance strategy and program must include both preventive maintenance and capital spending. The Contractor shall make recommendations for capital spending based on a clear system performance and least maintenance life-cycle cost basis. The Contractor shall work with the County to develop budgets that support the maintenance strategy and program.
- B. The Contractor shall identify options, prepare analyses, provide expertise, and make recommendations relating to new maintenance procedures, new building system technologies, equipment overhauls, replace vs. buy decisions, installation of new equipment, and disposal of obsolete equipment. The Contractor's recommendations must be based on industry best practices, new technology developments, and the Contractor's experience.
- C. The Contractor shall develop and submit recommendations to the County relating to comprehensive planning, scheduling, and work control procedures at a time selected by the County between three and six months after the Commencement Date.
- D. The Contractor shall develop and submit an annual preventative maintenance projection report to the County on or before November 1st of each year. The report must contain the Contractor's projections of the preventative maintenance requirements and associated costs for the Correctional Facility for the 12-month period beginning on the July 1 following the November 1 deadline for submission of the report. If the County requires revisions of the report, the Contractor shall revise the report until the County accepts the report. The Contractor shall submit the first preventative maintenance projection report to the County on or before November 1, 2022.

11. Performance Monitoring and Reporting

- A. The Contractor shall develop a performance measurement reporting system that will furnish performance feedback on critical systems, compliance, safety, efficiency, budgetary variance, schedule variance, County satisfaction, productivity, quality, workload management, and other issues that the County identifies. The County will monitor this performance measurement reporting system.
- B. The Contractor shall present to the County performance trends, explain progress on key dimensions, and proactively suggest strategies and tactics to continuously improve the maintenance performance, cost structure, and County satisfaction with overall maintenance services by the first anniversary of the Commencement Date.

- C. The Contractor shall develop checklists for completion of regular building rounds and inspections. These rounds and inspections must include the survey of items crucial to the reliable performance of the Correctional Facility's infrastructure.
- D. The Contractor shall operate in accordance with Environmental Protection Agency, Department of Environmental Quality, and Occupational Safety and Health Administration requirements.

12. Inclement Weather

The Contractor's personnel shall report to the Correctional Facility within one hour of being notified by the County during any inclement weather events, including, but not limited to, snow, ice, wind, and hail.

13. Utilities

The County will pay all costs of utilities for the Correctional Facility. The Contractor shall pay the County for the costs of all long-distance telephone calls for which the County is billed. The mechanism for the Contractor's payment will be a deduction from the Contractor's invoice of the amount of the County's costs. If the costs exceed the amount of the Contractor's invoice, the Contractor shall pay the difference to the County within 45 calendar days of a demand from the County for payment of the difference.

14. Equipment Requirements

The Contractor shall provide all office and equipment necessary for its operations in and on the grounds of the Correctional Facility. The Contractor shall obtain the prior written approval of the County for all products the Contractor plans to bring into the facility. The Contractor shall provide all telecommunication and computer equipment, including direct inward dial lines (e.g., facsimile transmission lines and lines to the Contractor's external server). The Contractor shall keep all equipment the Contractor provides properly maintained. The Contractor shall pay all costs associated with the maintenance, repair, and service of its equipment. The County shall provide one computer and printer connected to the County's computer network for the Contractor to use to communicate with the County's computer network and to access any of the County's computer programs that the County determines that the Contractor needs to be able to access. If the Contractor requests additional computers for the efficiency of the Contractor's operations in the Correctional Facility, the County will provide those computers. The Contractor shall pay the County for the costs of the additional computers and their connections to the County's network. The mechanism for the Contractor's payment will be a deduction from the Contractor's invoice of the amount of the County's costs. If the costs exceed the amount of the Contractor's invoice, the Contractor shall pay the difference to the County within 45 calendar days of a demand from the County for payment of the difference.

15. Personnel Requirements

Generally. The Contractor shall provide skilled personnel with all of the necessary qualifications, certifications, and experience to perform the full scope of services requested by this RFP. In addition, the Contractor's personnel shall be available to perform special projects when requested by the County. At all times, the Contractor shall have in its employ licensed technicians with at least five years experience in all trades to provide maintenance and repair services on physical and electronic security and surveillance equipment. These employees shall maintain ongoing working relationships with major security equipment suppliers and manufacturers. The experience of these employees must include a thorough knowledge of jail operations and correctional facility technology.

Minimum Credentials for Certain Employees. The minimum credential requirements for the following personnel are as follows:

Staff Title	Credentials
Building Supervisor	Experience in field required
HVAC Mechanic	CFC certification required
Security Electronic Technician	Experience in field required
Electrician	Journeyman (at a minimum)
Plumber	Journeyman (at a minimum)
Equipment Repair Technician/Mechanic	CFC Certification
Data Clerk	Not applicable

Approval of Personnel. The County must approve each person employed or assigned by the Contractor to perform services in the Correctional Facility. The Contractor shall request approval for each person before either making an offer of employment to or an assignment of that person to work in the Correctional Facility at least two weeks prior to the date on which such person is to start working at the Correctional Facility. The Contractor shall include with the request for approval for each person all information and authorization necessary for the County to complete a background investigation of that person. The County reserves the right to reject without cause the employment or assignment by the Contractor of any person to work in the Correctional Facility. The County may require the Contractor to remove any person assigned by the Contractor from the Correctional Facility if the County feels that the person's presence threatens the health or safety of staff or inmates, the security of the Correctional Facility, or the quality of the services that the Contractor is required to furnish.

16. Training Programs

The Contractor shall initiate each of the training programs described in this section only upon receiving a written request from the County.

Inmate Work Program. The County, at its sole discretion, may provide inmates for participation in an inmate work program implemented by the Contractor. The Contractor shall supervise the work of any inmates who participate in an inmate work program. The Contractor shall furnish the County upon request with a written plan for implementing and administering an inmate work program in the Correctional Facility. If the County requires revisions of the plan, the Contractor shall revise the plan until the County accepts the plan. After the County accepts the plan, the Contractor shall implement the plan only upon direction to do so by the County.

Professional Shadowing Program. The Contractor shall furnish the County upon request with a written plan for implementing and administering a program to train and educate County employees on the daily operation of the systems at the Correctional Facility. If the County requires revisions of the plan, the Contractor shall revise the plan until the County accepts the plan. After the County accepts the plan, the Contractor shall implement the plan only upon direction to do so by the County.

PART III - MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

To be considered for award of this contract, the Proposer must meet the following qualifications and provide evidence as a part of the response to this RFP:

- A. The Proposer must be organized for the purpose of providing complete correctional or detention maintenance services. Complete services are defined as providing preventive maintenance on all major building equipment including but not limited to HVAC, electrical, locking, life safety and electronic security systems specifically for Secure Correctional or Detention Facilities. Also, complete maintenance services include requisitioned maintenance services, budget planning, facility management reporting and capital expenditure planning.
- B. The Proposer must have “in house” capability and resources for the following:
 - Criminal Justice and Correctional Planning and Programming
 - Criminal Justice and Correctional Project Management Services
 - Criminal Justice and Correctional Architecture
 - Criminal Justice and Correctional Engineering
 - Criminal Justice and Correctional Security Design
 - Criminal Justice and Correctional Maintenance
- C. The proposer must have experience in providing the services above for at least 5 years for multiple Criminal Justice or Correctional Facilities.
- D. The Proposer must have “in house” development capability in the public sector for a minimum of 10 years
- E. The Proposer must maintain general liability insurance on Proposer's services under this Contract of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- F. The Proposer must demonstrate the ability to provide a system of on-site technical staff and continuous training programs.
- G. The Proposer must have a proven ability for contract start-up within 30 working days of contract signature.
- H. The Proposer must demonstrate that it has the central office capability to supervise and monitor the program, ensuring satisfactory provision of services at the facility. The Proposer must also demonstrate that it has the capability to provide specialized technical personnel as backup and supervision for those services.
- I. The Proposer must identify any deviations from any requirements contained in the Request for Proposals or the Standard Contract.
- J. The Proposer must have the ability to provide a quality reporting system.

PART IV - PROPOSAL REQUIREMENTS

1. General Requirements.

It is the Proposer's sole responsibility to examine the entire RFP, including all Exhibits and Attachments thereto, seek clarification in writing as it determines to be necessary, and review its proposal for accuracy and completeness before submission. Proposals should focus upon, and be limited to, the requirements set out in this RFP. All information should be presented and organized in accordance with the requirements of this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to provide the Scope of Services, and should be written in a concise manner conducive to efficient evaluation, negotiation and selection. With that in mind, use of elaborate brochures, artwork, expensive paper, and/or expensive visual and presentation aids is discouraged.

1.1 Format.

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"), with a font size that shall not be less than 12 points and single-spaced. The Proposal shall be indexed and all pages sequentially numbered.

1.2 Delivery.

Two (2) Hard Copy proposals must be submitted and six (6) electronically submitted Flash Drives in PDF format for the Technical Proposal (Volume 1) and the same procedure followed for the Cost Proposal (Volume 2). Proposals must be received in accordance with the deadlines specified by the RFP schedule, or as amended by the County. The County will not consider late proposals regardless of the reason.

1.3 Separate Cost Proposal and Technical Proposals.

The Proposal's technical, non-cost proposal ("technical proposal") and cost proposal ("cost proposal") must be submitted separately, one being clearly marked as the "TECHNICAL PROPOSAL" and the other being clearly marked as the "COST PROPOSAL", and both marked with the number of the RFP and name of the Proposer. Proposers should not include any pricing information in the technical proposal, and inclusion of such information may be grounds for disqualification or being deemed to be nonresponsive.

1.4 Authorized Signature.

A proposal must be signed by an official authorized to bind the Proposer to its proposal and include a cover letter with its proposal which includes the Proposer's Federal Identification Number, and the email address and telephone number of the Proposer's point of contact (the "Point of Contact"). If the Proposer's Point of Contact signs the proposal cover letter and the cover letter is attached to its proposal, this requirement will be met.

1.5 Confidential/Proprietary Information.

This procurement and any resulting Agreement are in all respects subject to the provisions of the RTKL, and Proposers are responsible for understanding the requirements of the RTKL. Proposers may not lock or protect any cells, tabs or any other portion of any materials submitted to the County.

1.5.1 Other than the financial qualifications information required under Section 2.1.3 of this Part III (Proposal Requirements), the County is not requesting, and does not require, confidential or proprietary information or trade secrets to be included as part of a proposal in order to evaluate such proposal. Accordingly, and except as provided herein, Proposers should try to avoid including materials which, in its opinion, would require designation as being confidential, proprietary, or trade secret protected. Financial capability information submitted pursuant to Section 2.1.3 of this Part will be treated by the County as exempt from disclosure under 65 P.S. § 67.708(b)(26).

1.5.2 Any Proposer who determines that it must divulge confidential or proprietary information or trade secrets as part of its proposal must provide one paper and one electronic copy of a redacted version of its proposal, which removes only the confidential and proprietary information and trade secrets, for legally required public disclosure purposes. Proposer must provide such redacted versions of the proposal in conformance with the requirements of Section 1.1.2 of this Part III. If a proposal contains confidential or proprietary information or trade secrets, the Proposer must include a signed written statement to this effect with its proposal in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(1) from public records requests. The County assumes no responsibility with respect to a Proposer's compliance with requirements of the RTKL concerning confidential and proprietary information or trade secrets.

1.6 Distribution of Proposals.

A Proposer may not make any other distribution of its proposal to any other prospective Proposer, Proposer or County or County official, employee, attorney, or consultant other than the Procurement Manager. For this RFP, all Proposals will be deemed by the County to remain valid until an Agreement is fully executed or this procurement is terminated by the County. If the County selects a proposal for negotiation or award, the contents of that proposal will become obligations under the Agreement, except to the extent the contents are changed through negotiations.

Technical Proposal (Volume 1)

2.1 Tab A -: Signed Forms. This tab must include the completed and signed Signature Sheet, Addenda Acknowledgement and Office of Minority Business Development Forms included with this Request for Proposals.

2.2 Tab 2 – Executive Summary. This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.

2.3 Tab 3 – Statement of the Scope. This tab should concisely state the Proposer's understanding of the scope of services requested by the Request for Proposals.

2.4 Tab 4 – Proposer History. This tab should include a comprehensive narrative history of the Proposer’s organization, including its size, the number of years it has been in business, its legal structure, its organizational chart, its particular expertise in providing the jail maintenance services required by this Request for Proposals, and a copy of its most recent audited financial statements. This tab should describe in detail the Proposer’s experience in the following areas:

- A. As an organization formed and maintained for the purpose of providing the services described in this Request for Proposals.
- B. As the prime or general contractor managing the provision of the services described in this Request for Proposals in correctional facilities similar to the George W. Hill Correctional Facility.
- C. Performing all maintenance activities and the reporting and budget planning activities, including the planning for capital expenditures, described in this Request for Proposals for correctional facilities similar in size and complexity to the George W. Hill Correctional Facility.
- D. Providing planning, security, and technical support for facility modifications and operational changes for correctional facilities similar to the George W. Hill Correctional Facility.
- E. Developing, implementing, and conducting training programs such as those set forth in the requirements of this Request for Proposals.

2.5 Tab 5 – References. This tab must include contact information for all correctional facilities for which the Proposer has provided and managed the provision of all of the services described in this Request for Proposals for at least one year during the past five years. The required contact information includes (i) the name of the organization with which the Proposer contracted, (ii) the name and type of the facility, (iii) a brief description of the services provided to the organization for the facility, (iv) when the contract commenced and the duration of the contract, (v) the name and title of a contact person (who should be the contract administrator) knowledgeable about the Proposer’s performance, (vi) the contact person’s mailing address, (vii) the contact person’s telephone number, and (viii) the contact person’s electronic mail address. By signing its proposal, the Proposer grants its consent for the County to contact the Proposer’s references for purposes of evaluating the Proposer for this procurement and acknowledges that any information obtained from the Proposer’s references will not be disclosed to the Proposer.

2.6 Tab 6 – Approach. This tab should describe in detail the Proposer’s approach for providing each and every service and deliverable required by this Request for Proposals. Proposal must respond to the ability to meet each of the “Minimum Qualifications,” as described in Section 3.0 of this RFP.

- A. The experience description shall be for full-service maintenance and not partial services such as maintenance of one system such as Heating Ventilation and Air Conditioning.

- B. Experience in providing other services such as food or laundry services does not qualify as maintenance experience. Each contract used as experience with contract maintenance must be supported by a reference that can speak to the proposer's maintenance performance as well as other support services such as engineering, project management and/or planning.

This description should include, but by no means be limited to, the proposers approach in meeting all requirements within this Request for Proposals and for furnishing the following documents:

- A. A written description and staffing proposal to meet the daily operating requirements of section 2, Part II – Statement of Need.
- B. The written preventative maintenance program required by the “Preventative Maintenance Program” section.
- C. The written process for responding to after-hours and emergency requests for repairs required by the “Response Process” section.
- D. The written maintenance strategy and program required by Section 2.8 Short-Term and Long-Term Maintenance Planning”.
- E. The written annual preventative maintenance projection report required by Section “Short-Term and Long-Term Maintenance Planning”.
- F. Descriptor and implementation plan of a CMMS system.
- G. This tab must also include a transition plan pursuant to which the Contractor will mobilize to provide the services required under this Contract beginning on the Commencement Date.

2.7 Tab 7 – Personnel.

- A. This tab should identify each of the Proposer's employees who will provide services pursuant to any contract resulting from this Request for Proposals. The identified employees must include all managers and superintendents who will perform services at or for the Correctional Facility. For each employee, this tab should include the following, in the format of a résumé or curriculum vitae:
 - 1. Name and title.
 - 2. Proposed function in providing the Proposer's services under any contract resulting from this Request for Proposals.
 - 3. Educational background.
 - 4. Licenses held, if any.
 - 5. Professional registrations and memberships, if any.
 - 6. Years of relevant experience and a description of that experience.

- B. This tab should include an organizational chart describing the reporting relationships between the assigned employees.
- C. This tab should describe the Proposer's hiring process and standards for employees the Proposer plans to hire after the Proposer is awarded the Contract.

2.8 Tab 8 – Subcontracting. This tab should identify any of the required services that the Proposer intends to subcontract, if any, providing the following information for each such service:

- A. Reasons for subcontracting.
- B. Proposed subcontractor responsibilities.
- C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant information.

2.9 Tab 9 - Objections and Additions to the Agreement. The Proposer will identify which, if any, of the terms and conditions in the Agreement it would like to negotiate, if any, and what additional terms and conditions the Proposer would like to add, if any, in accordance with Part I, Section 11 of the RFP.

Cost Proposal (Volume Two)

3.0 Tab 1 – Price Proposal. The Proposer must submit a price proposal in the form of a monthly fee for all services provided under this Contract except for those after-hours, holiday, and emergency repairs performed under Section 2.4 “After-Hours and Emergency Repairs” of this Statement of Needs, plus unit prices for repairs performed on an after-hours or emergency basis under Section 2.4 “After-Hours and Emergency Repairs” of this Statement of Needs, including labor rates for employees pursuant to Section 2.4 “Costs” of this Statement of Needs.

As information, the Maintenance department currently uses anywhere from 8-12 inmates at a given time to support its operation.

Owner accepts no responsibility for any expense incurred by Proposers responding to this proposal, such expenses to be borne exclusively by the Proposer.

PART V - PROPOSAL EVALUATION & CONTRACT AWARD

Each proposal will be evaluated in the following five categories.

Category
<u>Corporate Experience.</u> Each Proposer will be evaluated in these primary areas: General experience with Criminal Justice or Correctional Facility Maintenance Understanding of Criminal Justice or Correctional Facility Management Criminal Justice or Correctional Maintenance experience Ability to execute and service long term contract
<u>Project Team.</u> Qualifications of the proposed start up team
<u>References.</u> References will be contacted and rated based upon their satisfaction of services provided.
<u>Quality of Response.</u> Each proposal will be carefully evaluated to determine the following: Proposer's understanding of the project requirements. Proposer's ability to clearly describe how the proposed program will meet the qualifications required and project objectives.
<u>The proposed cost</u> of the program.

1. Evaluation of Proposals

1.1. County Reviews of Proposals. The County may request additional information which, in the County's sole opinion, is necessary or desirable to determine if the Proposer's qualifications, representations, and other information submitted as part of its Proposal are adequate to perform the Scope of Services according to the requirements of the RFP and the Agreement. The County may make such investigations as it deems necessary to determine the ability of the Proposer to perform under the Agreement, and the Proposer shall furnish to the County promptly all requested information and data. The County may reject any proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the RFP and the Agreement.

1.2. Discussions for Clarification. The County may require one or more Proposers to present oral or written clarification of their proposals to ensure thorough mutual understanding and Proposer responsiveness to the RFP requirements, and need not make such a request to all Proposers. The Procurement Manager will initiate requests for clarifications or discussions on behalf of the County.

1.3. Best and Final Offers. While not required to do so, the County reserves the right to conduct discussions with Proposers that meet the Threshold Requirements for the purpose of obtaining "best and final offers."

1.4. Notice of Selection to Negotiate. The County may notify one or more Proposers in writing of their selection for negotiation if the County, in its sole discretion, determines, after taking into consideration all factors which it determines to be relevant, that the Proposals submitted by such Proposers may be the most advantageous to the County among those which it received in response to the RFP. The County, in its sole discretion, may determine not to negotiate with any Proposer, terminate this procurement or seek alternative arrangements with respect to obtaining any or all of the Scope of Services.

1.5. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer once an Agreement is signed and be given the opportunity to be debriefed. The Procurement Manager will schedule the time and location of the debriefing. The representatives of the County conducting the debriefing will not compare the Proposer with other Proposers during the debriefing, other than the position of the Proposer's proposal in relation to all other Proposers' proposals, and participation by a Proposer and the County in such a conference will not constitute a protest by such Proposer or a waiver of any rights which the County may have.

2. Responsibility of Prospective Provider. The County shall award a contract to, and execute an Agreement with, only a responsible Proposer who is able to perform successfully under the terms and conditions of the proposed Agreement. To be determined responsible, a prospective Provider must: (a) have adequate financial resources to perform the Agreement, or a demonstrated ability to obtain them; (b) have a satisfactory performance record relevant to the Scope of Services; (c) have a satisfactory record of integrity and business ethics; (d) have a satisfactory record of compliance with regulatory obligations and public policy; and (e) not have been suspended, debarred, or otherwise determined to be ineligible for award of

contracts by the County, the Commonwealth of Pennsylvania or any agency of the U.S. Government or the Commonwealth of Pennsylvania. Before a proposal is considered for award, the Proposer may be requested to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the Proposer to provide such additional information may render the Proposer ineligible for award.

3. **Threshold Requirements.** To be eligible for evaluation and award, a Proposal must be: (1) timely received from a Proposer; (2) properly signed by the Proposer; and (3) submission of a proposal shall constitute acknowledgement that the Proposer has viewed the video of the site (collectively the "Threshold Requirements"). These Threshold Requirements are the only RFP requirements that the County considers to be non-waivable. The County, in its sole discretion, may (1) waive technical or immaterial nonconformities in a proposal; (2) allow the Proposer to cure the nonconformity; or (3) consider the nonconformity in the scoring of the proposal.
4. **Evaluation Process.** The process for evaluating and selecting a Proposer to provide the Scope of Services required by the Agreement will be divided into several phases:
 - 4.1. The first phase involves verification by representatives of the County that proposers have satisfied the Threshold Requirements.
 - 4.2. Proposers who successfully meet the Threshold Requirements will continue to the evaluation phase, and thereafter technical proposal and cost proposal evaluations will be conducted.
 - 4.3. The County reserves the right to engage in discussions or clarifications with any or all Proposers at any time during the evaluation process.
 - 4.4. After the technical and cost evaluation process is completed a best value analysis will be undertaken based on the criteria set forth in this RFP.
 - 4.5. In the County's sole discretion, the County may request best and final offers from one or more Proposers and/or enter into negotiations with one

or more Proposers determined to potentially provide the best value to the County as provided in Section 6.1 of this Part.

4.6. The County, assuming successful completion of negotiations with respect to the terms of a formal agreement, may determine to execute an Agreement with the selected Proposer.

5. Evaluation Criteria & Best Value Basis for Award

5.1. Representatives of the County will review and evaluate proposals that have satisfied the Threshold Requirements. Proposals will initially be evaluated in four areas: Past Performance, Technical Approach, Risk, and Price. Past Performance, Technical Approach and Risk, when combined (the non-price factors), are more important than price factors in light of their integral relationship to the operations and security of the Prison and the welfare of staff, Inmates and the public. In the non-price factors, Past Performance, Technical Approach and Risk are of equal importance. Proposers should recognize that price, although of lesser importance than Technical Approach, Past Performance and Risk, might contribute substantially to the contract award decision. As the evaluation of competing Proposals in the Past Performance, Technical Approach and Risk areas becomes more equal in rating, the more important price will become in selecting the best value for the County. Cost proposals will be ranked by the total proposed price for the Scope of Services without considering the proposed Provider Capital Investment, if any. However, a Proposer's Provider Capital Investment, if proposed, may be considered in the best value determination.

5.2. Past Performance Evaluation

5.2.1. The Past Performance area addresses the County's confidence in the Proposer's probability of successfully and fully performing the Scope of Services based on their record of performance in current and past relevant contract efforts. The Past Performance evaluation will be accomplished by reviewing aspects of a Proposer's relevant present and recent past performance, focusing on and targeting performance that is relevant to the Past Performance factors outlined below.

5.2.2. The recency and relevancy of Past Performance information is critical to the County's evaluation. More recent, more relevant performance

information will have a greater positive impact on the Past Performance evaluation than less recent, less relevant performance. The County may consider efforts performed by the Proposer for agencies of the federal, state, or local governments and commercial customers as potentially relevant to the Past Performance evaluation. Where relevant performance record indicates performance problems, the County will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The County may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Proposers without a record of relevant past performance or for which information on Past Performance is not available will not be evaluated favorably or unfavorably on Past Performance.

5.2.3. Adjectival rating for each Proposer's Past Performance will be assigned by the representatives of the County reviewing the Proposals. The adjectival definitions for the Past Performance evaluation are as follows:

5.2.3.1. EXCEPTIONAL: Based on the Proposer's record of past performance, no substantial issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys, if any, and the Proposer's experiences indicate that the Proposer is capable of exceeding the requirements of the Agreement and fully and timely providing the Scope of Services. The Proposer has demonstrated significant experience with and knowledge of the issues and problems of correctional facilities similar to the Prison.

5.2.3.2. VERY GOOD: The Proposer's record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past performance surveys and the Proposer's experience indicate that the Proposer will meet or exceed the requirements of the Agreement and fully and timely provide the Scope of Services. The Proposer has demonstrated experience with and knowledge of the issues and problems of correctional facilities similar to the Prison.

5.2.3.3. ACCEPTABLE: The Proposer's record of past performance indicates that there is some potential risk associated with receiving quality products, timely services,

and contract performance. Past performance surveys and the Proposer's experience indicate the Proposer may have some problems during performance of the Agreement and fully and timely providing the Scope of Services. The Proposer has demonstrated limited experience with and knowledge of the issues and problems of correctional facilities similar to the Prison.

5.2.3.4.NEUTRAL: No past performance available for evaluation. Proposer has asserted that it has no directly related or similar relevant past performance experience. Proposal receives no merit or demerit for this factor.

5.2.3.5. UNSATISFACTORY: The Proposer's record of past performance indicates it will be unable to perform successfully on the Agreement and fully and timely provide the Scope of Services.

5.3. Technical Approach Evaluation

5.3.1.The Technical Approach area is composed of the following evaluation factors regarding the Proposer's technical proposal: (1) Operational Approach and Philosophy, and (2) Operations Plan.

5.3.2.Adjectival rating for each Proposer's Technical Approach will be assigned by the representatives of the County reviewing the Proposal. The adjectival definitions for the Technical Approach are as follows:

5.3.2.1. EXCEPTIONAL: Proposer's technical proposal exceeds requirements of the RFP in many areas. Benefits to the County are identifiable.

5.3.2.2. VERY GOOD: Proposer's technical proposal meets requirements of the RFP and exceeds requirements in some areas. Benefits to the County are identifiable. Problems may exist, but are minor, and may be resolved through discussions.

5.3.2.3. SATISFACTORY: Proposer's technical proposal

meets the requirements of the RFP. Some minor problems exist but can be resolved through discussions.

5.3.2.4. MARGINAL: Proposer's technical proposal does not meet some of the requirements of the RFP. Proposer's technical proposal has identified problems that may result in a negative impact on the full and timely delivery of the Scope of Services and may have a negative impact on the operation of the Prison. Problems are serious but likely can be resolved through discussions.

5.3.2.5. UNSATISFACTORY: Proposer's technical proposal fails to meet most of the requirements of the RFP. The technical proposal has problems that will result in a negative impact on the full and timely delivery of the Scope of Services and may have a negative impact on the operation of the Prison. Problems are serious and it is not likely that they can be resolved through discussions.

5.4. Risk

5.4.1. A risk assessment will be conducted of each Proposal. The Proposal risk evaluation reflects the degree of confidence in the Proposer's ability to successfully and timely perform the effort described in the technical proposal. Proposal risk considers if any aspect of the proposed Technical Approach could pose potential adverse impacts on price, schedule or performance of the effort and/or compromise delivery of the Scope of Services.

5.4.2. An adjectival rating for the degree of Risk posed by each Proposal will be assigned by the representatives of the County reviewing the Proposal. The adjectival definitions for the Risk are as follows:

5.4.2.1. LOW: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal Provider effort and normal County monitoring likely will be able to overcome any difficulties.

5.4.2.2. MODERATE: Can potentially cause disruption of schedule, increased cost or degradation of performance.

Special Provider emphasis and close County monitoring likely will be able to overcome difficulties.

5.4.2.3. HIGH: Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special Provider emphasis and close County monitoring.

5.5. Pricing Evaluation

5.5.1. The cost proposal will be evaluated for reasonableness. For a price to be reasonable, it must represent a price to the County that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques.

5.5.2. The Proposer's evaluated price will be assessed against the evaluation results of the non-price areas in conducting possible tradeoff analysis and determining best value to the County. The Proposer's evaluated price will be assessed against the evaluation results of the non-price areas in conducting possible tradeoff analysis and determining best value to the County, as well as the County's consideration of providing some or all of the Scope of Services through alternative arrangements not covered by the RFP.

6. Selection for Negotiation

6.1. The County, in its sole discretion, may undertake negotiations with one or more Proposers whose proposal, in the judgment of the County taking into consideration all of the evaluation factors, are determined to provide the best overall value to the County, price and other factors considered.

6.2. If negotiations are unsuccessful, the County may terminate such negotiations and enter into negotiations with the next-in-line Proposer(s). The County has the discretion to reject all proposals or cancel the procurement (the RFP), at any time prior to the time an Agreement is fully executed, when it is in the best interests of the County. The reasons for the rejection or cancellation shall be made part of the contract file.

6.3. The County anticipates entering into a contract substantially similar to the Agreement; however, subject to the provisions of this RFP, the terms of any resultant Agreement is in all respects subject to negotiation between the County and one or more Proposers with whom the County determines to negotiate. Proposers are solely responsible for understanding the content of the Agreement as well as all provisions of this RFP.

7. Award

7.1. The County may determine to award a contract to, and enter into an Agreement with, the responsible Proposer whose proposal conforming to the RFP will be most advantageous to the County, cost or price and other factors, specified elsewhere in this RFP, considered. The County may (1) reject any or all proposals if the County, in its sole discretion, determines that such action is in the County's interest; (2) accept other than the lowest cost proposal; (3) waive informalities and minor irregularities in proposals received; and (4) award more than one Agreement for all or part of the Scope of Services. The County may award a contract, and enter into an Agreement, on the basis of initial proposals received, without discussion. Therefore, each initial proposal should contain the Proposer's best terms from both a cost and technical standpoint.

7.2. A written award or acceptance of a proposal mailed or otherwise furnished to the successful Proposer shall result in a binding Agreement, in the form of the Agreement, without further action by either party. The County may accept a proposal, whether or not there are negotiations after its receipt. Negotiations conducted after receipt of a proposal do not constitute a rejection or counteroffer by the County. Upon completion of successful negotiations, the County may determine to award the contract to, and enter into an Agreement with, the selected Proposer.

8. Service of Protest

8.1. Any protest against the award of a contract pursuant to this RFP shall be submitted to the Procurement Manager via email at centralpurchasing@co.delaware.pa.us within seven (7) days of the determination of the County with regard to such protest or to proceed to award notwithstanding such protest shall be final.

8.2. An actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may submit a protest. Protests based on the contents of the RFP must be submitted prior to the date and time for receipt of Proposals. Protests based on contract award must be made within seven (7) days after the protestor knows or should have known the facts giving rise to the protest.